

S/019/0035

cc: Tom  
Task 3831

November 1, 2010

RECEIVED  
NOV 01 2010  
DIV. OF OIL, GAS & MINING

From: Dale Snyder  
7752 N 9150 W  
Lehi, Utah 84043

To: Utah Dept of Oil, Gas and Mining/Tom Munsen

Dear Tom Munsen,

I have enclosed copies of letters, Quit claim deeds, and pictures of locations that are relevant to the deeds transferred. After you have had the opportunity to review these documents that have required considerable effort on our part, we would appreciate your cooperation in granting us more time to clear title for this property.

As you can see, this property has significant problems with respect to clear ownership at this time. This problem exists as a result of a conveyance from the first Quit claim deed to Roger Mahoney. My company posted with the County recorders office, a notice of facts prior to any conveyance to Mr. Mahoney.

We have the 150,000.00 reclamation bond ready to post with your dept. as soon as clear title is returned to the rightful owners. This unforeseen problem (as you can see by the enclosed documents), was not created by our company, or any of our partners.

It is our intent to move forward with mining and reclamation as soon as title can be restored.

Your cooperation in this matter is greatly appreciated. Also, we would like to request a written reply from your office regarding the above matter.

Regards,



Dale G. Snyder



October 26, 2010

From: Dale Snyder  
7752 North 9150 West  
Lehi, Utah 84043  
E-mail: SnyderDG49@yahoo.com

To: FSA Group  
2023 Jordan Hill Way  
Gold River, California 95670  
E-mail: [fsa-group@sbcglobal.net](mailto:fsa-group@sbcglobal.net)

Dear Mr. Terry Blevins,

This letter is a follow up in regards to our telephone conversation on Oct. 20, 2010 at 2:00pm Utah time. In addition, I am informing you of information regarding the pending agreement with Roger Mahoney (personally), Mountain Valley Consultants, Gold Leaf Industries, and Roger Mahoney's wife Lynette Mahoney, President of the above named companies.

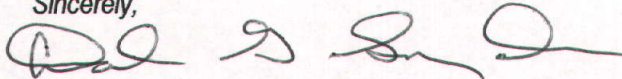
It is of great concern that some of the claims specifically, Dolor16, 17& 18, Trom 1 & 2 and Lagoon 1 & 2 have been transferred to Sopec Holdings Corporation (Incorporation #BC077412) Located at, 1040 First Avenue #343, New York, NY 10022 (USA). These above listed claims have not been legally purchased, and have been transferred to your company (FSA Group) without clear title, or ownership of any kind by Roger Mahoney. Further more, sales agreement specifically states that the Quit Claim Deeds were to be purchased by Mr. Mahoney no later than March 30, 2009 with certified funds, or the Quit Claim Deeds would automatically revert back to rightful owners. Mr. Mahoney had failed to perform with funds as per sales agreement.

Furthermore, an active mining lease exists, and is recorded with the Grand County Records office. In addition, a notice of facts is also recorded with Grand County Records office. Both documents precede any deals made thereafter with Mr. Mahoney. A mining permit currently exists with the Dept. of Oil, Gas and Mining, (permitt# S019035, UTU-72488).

All of the above information and documentation is a matter of public record. Please be advised that we intend to continue with our mining rights and contract.

Thank you for your consideration and concern in this matter.

Sincerely,



Dale G. Snyder

CC: Grand County Recorder, Jerry Poyner (World Wide Services), Dept of Oil, Gas and Mining, BLM, and Sopec Holdings



DeMar Perkins  
120 N 350 W #134  
American Fork, UT 84003

Roger Mahoney  
988 Agate Ct.  
Fruita, Colorado 81521

I am sorry that things have deteriorated  
the the point they have. I alone believed  
in you. You sold seven claims for thousands  
of dollars. Any money you received was to be  
sent to us, as your title was not fully  
extended to you until the \$6,000,000.00  
was paid.

Having spent two hours with the B.L.M. Object  
(Office) we know you ~~are~~ have serious problems  
with your people such as your New York man.

As per the Musselman O.C. and its demand  
for the return of the 24 Dolore group of  
claims we are giving you notice all these  
claims are to be returned to us fully  
without any problems. They are returned to  
us in the condition we assigned them  
to you. You have not performed and cannot  
perform. Frankly you have serious problems.  
Musselman Affidavit concerning non payment of  
Sales price Bk 755-P158. Grand County Recorder.  
covers our demand.

DeMar Perkins

SUBSCRIBED AND SWORN TO BEFORE ME  
THIS 27 DAY OF October 20 10  
Kelley Jensen  
NOTARY PUBLIC





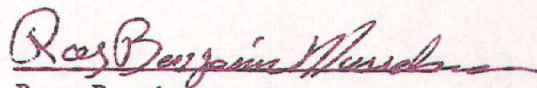
Roy Benjamin Musselman, personal representative of Ross A. and Lillie Bell Musselman, is requesting the return and clear title to the quit claim deed given to Roger T. Mahoney, dba Mountain Valley Consultants, L.L.C.

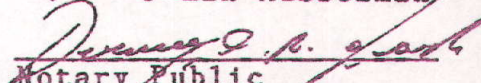
Roger T. Mahoney has failed to perform on the sales contract made between us on the purchase of the below named mining claims, in the amount of \$2,000,000.00 (two Million dollars). Termination for the contract was April 3, 2009.

serial numbers are as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
Dolor 1	228	568	UTMC	143989
Dolor 2	228	569	UTMC	143970
Dolor 3	228	570	UTMC	143991
Dolor 4	228	571	UTMC	143992
Dolor 5	228	572	UTMC	143993
Dolor 6	228	573	UTMC	143994
Dolor 7	228	574	UTMC	143995
Dolor 8	228	575	UTMC	143996
Dolor 9	228	576	UTMC	143997
Dolor 10	228	577	UTMC	143998
Dolor 11	228	578	UTMC	143999
Dolor 12	228	579	UTMC	144000
Dolor 13	228	580	UTMC	144001
Dolor 14	228	581	UTMC	144002
Dolor 15	228	582	UTMC	144003
Dolor 16	228	583	UTMC	144004
Dolor 17	228	584	UTMC	144005
Dolor 18	229	132	UTMC	144006
Dolor 19	229	132	UTMC	144007
Lagoon 1	317	374	UTMC	234911
Lagoon 2	317	375	UTMC	234912
Trom 1	317	372	UTMC	234909
Trom 2	317	373	UTMC	234910
Chukor 1	317	371	UTMC	110457

Dated October 27, 2010

  
Roy Benjamin Musselman

  
Notary Public  
Residing at Monticello, UT 84535







JON M. HUNTSMAN JR.  
Governor  
MICHAEL R. STYLER  
Executive Director  
JOHN R. BAZA  
Division Director

# State of Utah

DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING

1594 West North Temple, Suite 1210  
PO Box 145801  
Salt Lake City, Utah 84114-5801  
801-538-5340  
801-359-3940 (Fax)  
801-538-7223 (TDD)

ABSOLUTE MINING & MINERALS INC  
7752 N 9150 W  
LEHI UT 84043

ATTENTION: DALE SNYDER

## ANNUAL PERMIT FEE

Annual Permit Fees for July 2010 thru June 2011

SITE NAME	PERMIT ID	ACRES	BILLING DATE
AMMI MINE - DOLORES RIVER	S190035	NA	06/20/2010
PERMIT TYPE	PERMIT STATUS		ANNUAL FEE
SMALL MINING OPERATION < 5 ACRES	PROPOSED		\$ 150

*paid 7-6-10  
CK# 2607*

DUE DATE	AMOUNT DUE
07/29/2010	\$ 150

Please retain this portion for your records. For billing information call (801) 538-5291



Alan Rogers and Dwight Rogers are requesting the return and clear title to the quit claim deed given to Roger T. Mahoney, dba Mountain Valley consultants, L.L.C. Mr. Mahoney has failed to perform on the sales contract made between us on the purchase of the below named mining claims, in the amount of 2,000,000 dollars. Termination for this contract was April 3, 2009.

serial numbers are as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
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Dolor 3	228	570	UTMC	143991
Dolor 4	228	571	UTMC	143992
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Dolor 6	228	573	UTMC	143994
Dolor 7	228	574	UTMC	143995
Dolor 8	228	575	UTMC	143996
Dolor 9	228	576	UTMC	143997
Dolor 10	228	577	UTMC	143998
Dolor 11	228	578	UTMC	143999
Dolor 12	228	579	UTMC	144000
Dolor 13	228	580	UTMC	144001
Dolor 14	228	581	UTMC	144002
Dolor 15	228	582	UTMC	144003
Dolor 16	228	583	UTMC	144004
Dolor 17	228	584	UTMC	144005
Dolor 18	229	132	UTMC	144006
Dolor 19	229	132	UTMC	144007
Lagoon 1	317	374	UTMC	234911
Lagoon 2	317	375	UTMC	234912
Trom 1	317	372	UTMC	234909
Trom 2	317	373	UTMC	234910
Chukor 1	317	371	UTMC	110457

Dated October 27, 2010

*Alan Rogers* *DR*  
 OCT. 29 - 2010 10/29/2010

Notary Public  
 Residing at \_\_\_\_\_



## All-purpose Acknowledgment

STATE OF UT, COUNTY OF San JuanOn 29 Oct 2010 before me, the undersigned, a Notary Public  
in and for said State, personally appearedDwight Rogers and Alan Rogers

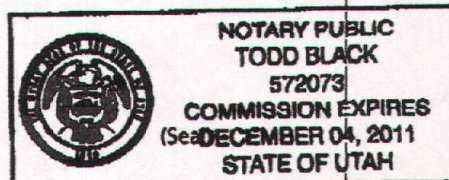
☐ personally known to me ~~OR~~ ☒ approved to me on the basis of satisfactory evidence/ to be the person(s)  
whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they  
executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the  
instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature

Name (type or printed)

My commission expires:

Todd Black  
04 Dec 2011



October 27, 2010

I have spent most of the day researching the information regarding Roger Mahoney, Terry Blevins, FSA Group, and SOPEC Holdings Corp.

I researched the validity of a Corporation involved in mining claims. I was able to find (via internet search), a company called SOPEC Corporation, and not SOPEC Holdings Corp.

The address for **SOPEC Holdings** is on a document filed with BLM of Salt Lake. The document is a letter from FSA Group that conveys Quick Claim Deed to **SOPEC Holdings Corporation** Corp# BC0774126, 1040 First Ave, #343, New York, NY 10022. This address is a PO Box located at a UPS store in New York. Below is verification I copied and pasted from internet search engine;

**Ups in New York, NY | New York Ups - YP.COM**

The **UPS Store. 1040 1st Ave, New York, NY 10022 » Map (212) 688-8881**

**(Copy of Google search street view attached)**

The street address I found for SOPEC Corporation is 1979 Marcus Ave., to which appears to be a baseball park.

**(Copy of Google search Street view attached)**

I then researched by way of BBB of NY and found no listing for SOPEC Holdings listed above. I decided to contact the **Department of State, Division of Corporations in NY**, and requested verification of existence for the above said Corporations. I requested this information via Email [corporations@dos.state.ny.us](mailto:corporations@dos.state.ny.us). I have not received any information at this point.

**(Copy of emailed request attached)**

I also researched FSA Group (Terry Blevins – President) located at 2023 Jordan Hill Way, Gold River, CA. My findings are that the Company address is a residential home.

**(Copy of Google search attached)**

(The above information may not reflect the facts of the persons and/or Companies in question. My only intentions were to attempt to retrieve as much information possible regarding the people and Companies involved. )

Nikki Shipley/Assistant to Dale Snyder



~~\$1,600~~

Gold River, CA 95670  
Voice: 916-638-7392  
[fsa-group@sbcglobal.net](mailto:fsa-group@sbcglobal.net)

The Grantor, FSA Group, for consideration of the sum of \$10.00 and other considerations Convey and Quick Claim to SOPEC Holdings Corporation, Incorporation number BC0774126, 1040 First Avenue, # 343, New York, NY 10022, USA, all interest in the following described Mining Claims situated in Grand County, Utah to wit:

(UPS PO BOX)

Dolor Mine 16 Claim UTMC 144004  
Dolor Mine 17 Claim UTMC 144005  
Dolor Mine 18 Claim UTMC 144006

Big Red - TROM-1 Claim UTMC 234909  
Big Red - TROM-2 Claim UTMC 234910

Big Red - LAGOON -1 Claim UTMC 234911  
Big Red - LAGOON -2 Claim UTMC 234912



Terry Blevins, President  
FSA Group  
Passport number 468613247 USA

**SEE ATTACHED**

Ent 495486 Bk 762 Pg 562-563  
Date: 09-AUG-2010 10:54:08AM  
Fee: \$16.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: TERRY BLEVINS



Google maps

[Get Directions](#) [My Maps](#)

[Print](#) [Send](#) [Link](#)

SOPEC  
Hdd.ngs



To see all the details that are visible on the screen, use the "Print" link next to the map.



Google maps

[Get Directions](#) [My Maps](#)

[Print](#) [Send](#) [Link](#)

Sopec  
Corp  
address



1040 1st Avenue, New York, NY

To see all the details that are visible on the screen, use the "Print" link next to the map.



October 27, 2010

To: Department of State, Division of Corporations  
[corporations@dos.state.ny.us](mailto:corporations@dos.state.ny.us)  
(518) 473-2492

From: Dale Snyder  
7752 N 9150 W  
Lehi, Utah 84043  
801-592-6900

Re: Corporation/Executive information

Dear Sirs,

I am requesting the information and verification on a Corporation located in the state of New York. Below is the Corporation name and corporate number given to me, however, in researching this info, the address came up as a UPS (PO Box) in NY;

**SOPEC Holdings Corporation, Incorporation number #BC0774126**  
**1040 First Ave, #343**  
**New York, NY 10022**  
**(Questioning address)**

As per internet research, this address was found for this "Corporation";

**SOPEC Corporation**  
**1979 Marcus Ave**  
**PO Box 11042-1002 New Hyde Park, NY**  
**1-516-622-2288**

Please call If you need further info.

Thank You,  
Dale G. Snyder



Google maps

FSA GROUP  
TERRY BLAUMS

[Get Directions](#) [My Maps](#)

[Print](#) [Send](#) [Link](#)



1979 Marcu... | 1979 Marcu... | 1040 1st A...

To see all the details that are visible on the screen, use the "Print" link next to the map.





<rtmahoney@bresnan.net>

08/24/2010 05:35 PM

cc <goldleaf@bresnan.net>, "Terry Blevins"

<tblevins1@sbcglobal.net>

bcc

Subject FW:

Rita the spelling on the Trom 1 & 2 was wrong it changed it from Trom to Tram when I copied and pasted it. Just wanted you to know.

Roger

**From:** Roger Mahoney [mailto:rtmahoney@bresnan.net]

**Sent:** Tuesday, August 24, 2010 4:31 PM

**To:** 'Rita\_Stelmach@blm.gov'

**Cc:** goldleaf@bresnan.net; 'FSA group'

**Subject:**

*Picture of address attached*

Rita

Here is my current address 988 Agate Ct. Fruita, CO 81521 this is for the transfer of the following claims,

Dolor Mine 16 Claim UTMC 144004

Dolor Mine 17 Claim UTMC 144005

Dolor Mine 18 Claim UTMC 144006

Lagoon 1 Claim UTMC 234911

Lagoon 2 Claim UTMC 234912

Tram 1 Claim UTMC 234909

Tram 2 Claim UTMC 234910



If you need any further information please call me

970-639-2436 Office

970-623-0488 Cell

rtmahoney@bresnan.net

*Roger T. Mahoney*

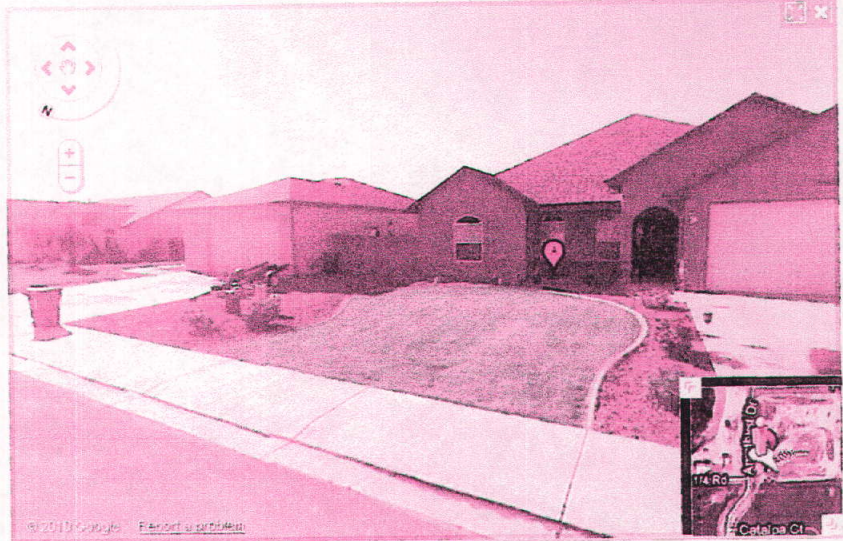
INTERIOR, BLM, Utah State Office  
This document has been added to  
the duplicate file on microfilm.



Google maps

[Get Directions](#) [My Maps](#)

[Print](#) [Send](#) [Link](#)



Roger Mahoney  
address

988 Agate Ct. Co.

To see all the details that are visible on the screen, use the "Print" link next to the map.



## FSA Group

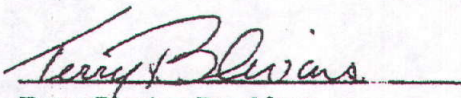
2023 Jordan Hill Way  
Gold River, CA 95670  
Voice: 916-638-7392  
[fsa-group@sbcglobal.net](mailto:fsa-group@sbcglobal.net)

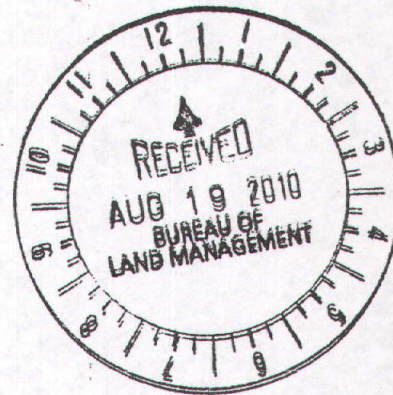
The Grantor, FSA Group, for consideration of the sum of \$10.00 and other considerations Convey and Quick Claim to SOPEC Holdings Corporation, Incorporation number BC0774126, 1040 First Avenue, # 343, New York, NY 10022, USA, all interest in the following described Mining Claims situated in Grand County, Utah to wit:

Dolor Mine 16 Claim UTM 144004  
Dolor Mine 17 Claim UTM 144005  
Dolor Mine 18 Claim UTM 144006

Big Red - TROM-1 Claim UTM 234909  
Big Red - TROM-2 Claim UTM 234910

Big Red - LAGOON -1 Claim UTM 234911  
Big Red - LAGOON -2 Claim UTM 234912

  
Terry Blevins, President  
FSA Group  
Passport number 468613247 USA



**SEE ATTACHED**

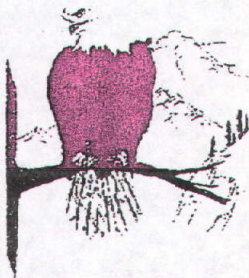
BLM-PAID  
Type of Filing: TRANSFER  
Receipt#: 2195283  
Filing Lead UMC: 144004  
Paid & accepted for 7 mcs  
listed on cover page.

RS

Ent 495486 & 762 & 562-563  
Date: 09-AUG-2010 10:54:08AM  
Fee: \$16.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: TERRY BLEVINS

INTERIOR, BLM, Utah State Office  
This document has been added to  
the duplicate file on microfilm.





# MOUNTAIN VALLEY CONSULTANTS

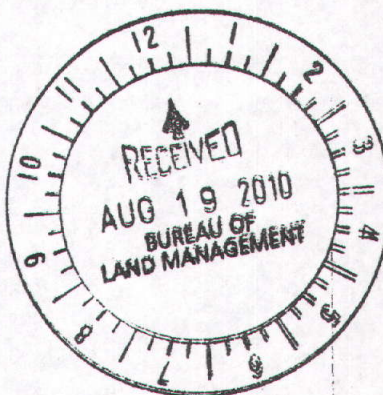
988 Agate Ct

Fruita, CO 81521

970-639-2436 (O) 970-639-2586 Fax

The Grantor Mountain Valley Consultants, LLC for consideration of the sum of \$10.00 and other considerations Convey and Quit Claim to SOPEC Holdings Corporation 1040 First Avenue #343 New York, NY 10022 all interest in the following described Mining claims situated in Grand County Utah to wit:

Dolor Mine 16 Claim UTM 144004  
Dolor Mine 17 Claim UTM 144005  
Dolor Mine 18 Claim UTM 144006  
Lagoon 1 Claim UTM 234911  
Lagoon 2 Claim UTM 234912  
Trom 1 Claim UTM 234909  
Trom 2 Claim UTM 234910



BLM STATE OF COLORADO  
RECEIVED  
ACCOUNTS UNIT  
2010 AUG 17 PM 1:32  
DEPT OF INTERIOR  
BLM OF LAND MGMT

Dated this 17<sup>th</sup> day of August 2010

State of CO, County of Mesa

Signed before me on this 17 day  
of August, 2010 by TERESA BLASINGAME  
Notary Public TERESA BLASINGAME

Lynette Mahoney  
Lynette Mahoney President  
Mountain Valley Consultants, LLC  
Passport 422016194 USA

Teresa Blasingame



State of CO  
County of Mesa

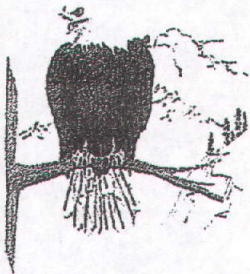
On this 17<sup>th</sup> day of August, 2010, personally appeared before me Lynette Mahoney the signer of the above instrument, who duly acknowledged to me the she executed the same.

BLM-PAID  
Type of Filing: TRANSFER  
Receipt#: 2195283  
Filing Lead UMC: 144004  
Paid & accepted for 7 mcs  
listed on cover page.

RS

This document has been added to  
the duplicate file on microfilm.





## **MOUNTAIN VALLEY CONSULTANTS**

**825 Baco Noir Lane**

**Fruita, CO 81521**

**970-639-2322 (O) 970-639-2323 Fax**

The Grantor Mountain Valley Consultants, LLC for consideration of the sum of \$10.00 and other considerations Convey and Quit Claim to FSA Group 2023 Jordan Hill Way Gold River, CA 95670 all interest in the following described Mining claims situated in Grand County Utah to wit:

Dolor Mine 16 Claim UTMIC 144004

Dolor Mine 17 Claim UTMIC 144005

Dolor Mine 18 Claim UTMIC 144006

Ent 494173 Bk 757 Pg 606  
Date: 22-FEB-2010 10:38AM  
Fee: \$12.00 Check  
Filed By: MMD  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: MAHONEY LYNETTE

Dated this 12<sup>th</sup> day of February 2010

*Lynette Mahoney*  
Lynette Mahoney President  
Mountain Valley Consultants, LLC  
Passport 422016194 USA

*Lynette Mahoney*

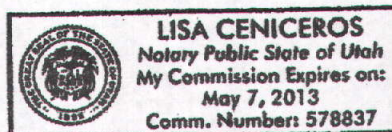
State of CO  
County of Mesa

On this 29<sup>th</sup> day of September, 2009, personally appeared before me Lynette Mahoney the signer of the above instrument, who duly acknowledged to me the she executed the same.

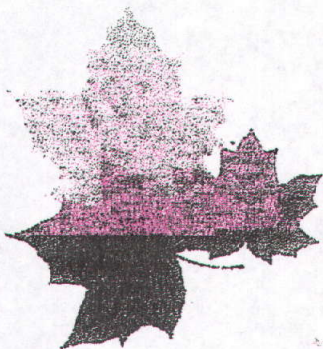


My Comm. Exp. 01-05-2013  
My Commission Expires: 01/05/2013

*Lisa Cenicerros*  
Notary Public  
*Lisa Cenicerros*







# GOLD LEAF INDUSTRIES, LLC

825 BACO NOIR LANE

FRUITA, CO 81521

970-639-2322 (O) 970-623-0488 CELL

## QUIT CLAIM DEED

The Grantor Gold Leaf Industries, LLC, for consideration of the sum of \$10.00 and other considerations Convey and Quit Claim to Mountain Valley Consultants, LLC all interest in the following described Mining claims situated in Grand County Utah to wit:

Dolor Mine 16 Claim UTMC 144004

Dolor Mine 17 Claim UTMC 144005

Dolor Mine 18 Claim UTMC 144006

Ent. 494172 Bk 757 Pg 605  
Date: 22-FEB-2010 10:38AM  
Fee: \$12.00 Check  
Filed By: MMD  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: MAHONEY LYNETTE

Dated this 20<sup>th</sup> day of January 2010

*Lynette Mahoney*  
Lynette Mahoney President

Gold Leaf Industries, LLC

Passport 422016194 USA

State of CO

County of Mesa

*Lynette Mahoney*

On this 20th day of January, 2010, personally appeared before me Lynette Mahoney the signer of the above instrument, who duly acknowledged to me the she executed the same.

Notary

Name: *[Signature]*

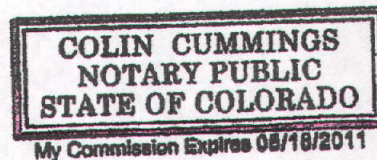
Notary Public, State of CO

Commission Expires: 5-12-2011

Date of Notary Acknowledgement: 1-20-2010

*Lisa Cenicerros*

Notary Seal

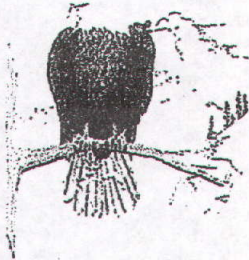


CO DL # 92-141-6719 exp 10-15-2010



LISA CENICEROS  
Notary Public State of Utah  
My Commission Expires on:  
May 7, 2013  
Comm. Number: 578837





# MOUNTAIN VALLEY CONSULTANTS

825 Baco Noir Lane

Fruita, CO 81521

970-639-2322 (O) 970-639-2323 Fax

Ent 494177  
Date: 22-SEP-2010 10:36AM  
Fee: \$17.00  
Filed By: MMB  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
FOR: MAHONEY LYNETTE

The Grantor Mountain Valley Consultants, LLC for consideration of the sum of \$10.00 and considerations Convey and Quit Claim to Gold Leaf Industries, LLC all interest in the following described Mining claims situated in Grand County Utah to wit:

## Mining Claims in Grand County

CLAIM NAME	UMC #	CLAIM NAME	UMC #	CLAIM NAME	UMC#
DOLOR-1	143989	DOLOR-2	143990	DOLOR-13	144001
DOLOR-3	143991	DOLOR-4	143992	DOLOR-14	144002
DOLOR-5	143993	DOLOR-6	143994	DOLOR-15	144003
DOLOR-7	143995	DOLOR-8	143996	DOLOR-16	144004
DOLOR-9	143997	DOLOR-10	143998	DOLOR-17	144005
DOLOR-11	143999	DOLOR-12	144000	DOLOR-18	144006
DOLOR-19	144007	TROM-1	234909	TROM-2	234910
LAGOON-1	234911	LAGOON-2	234912		

Dated this 29<sup>th</sup> day of September 2009

*Lynette Mahoney*  
Lynette Mahoney President  
Mountain Valley Consultants, LLC  
Passport 422016194 USA  
*Lynette Mahoney*

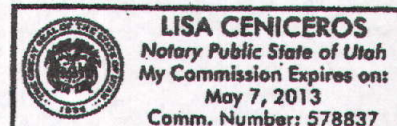
State of CO  
County of Mesa

On this 29<sup>th</sup> day of September, 2009, personally appeared before me Lynette Mahoney the signer of the above instrument, who duly acknowledged to me the she executed the same.



My Comm. Exp. 01-05-2013  
My Commission Expires: 01/05/2013

*Lisa Cenicer*  
Notary Public  
*Lisa Cenicer*







**FW: Stroup Judgment against Mountain Valley Consultants**

Friday, October 22, 2010 12:05 PM

**From:** "Dan Scheid" <dan@cololawyers.com>

**To:** hibbielabrante@yahoo.com

R. Daniel Scheid

**SCHEID CLEVELAND, LLC**

3773 Cherry Creek N. Dr., #575  
Denver, CO 80209

Phone: 303-331-7970

FAX: 303-399-6480

[dan@cololawyers.com](mailto:dan@cololawyers.com)

---

**From:** Dan Scheid [mailto:dan@cololawyers.com]

**Sent:** Friday, October 22, 2010 1:00 PM

**To:** 'hibbielabrante@yahoo.com'

**Subject:** Stroup Judgment against Mountain Valley Consultants

Per our telephone conversation of a few minutes ago, this will confirm that Mr. Stroup's judgment against Mountain Valley Consultants remains unsatisfied. No money or other consideration has been paid.

R. Daniel Scheid

**SCHEID CLEVELAND, LLC**

3773 Cherry Creek N. Dr., #575  
Denver, CO 80209

Phone: 303-331-7970

FAX: 303-399-6480

[dan@cololawyers.com](mailto:dan@cololawyers.com)



DISTRICT COURT, MESA COUNTY,  
STATE OF COLORADO  
Court Address: 125 North Spruce  
Grand Junction, Colorado 81501  
Clerk's Telephone No.: (970) 257-3625

**Plaintiffs:**

JOHN FOOTE and MONA FOOTE

v.

**Defendant, Counterclaim Plaintiff, and Third-Party Plaintiff:**

BRADLEY J. STROUP, a/k/a BRAD STROUP

v.

**Third-Party Defendants:**

ROGER MAHONEY, an individual; and MOUNTAIN  
VALLEY CONSULTANTS, LLC, a Colorado limited liability  
company

**Attorneys for Defendant:**

R. Daniel Scheid, No. 11536  
S. Jan Cleveland, No. 22099  
Scheid, Cleveland, LLC  
3773 Cherry Creek North Drive, Suite 575  
Denver, Colorado 80209  
Telephone: (303) 331-7970  
Facsimile: (303) 399-6480  
E-mail: dan@cololawyers.com

COURT USE ONLY

Case Number: 09 CV 257

Division: 9

**NOTICE OF LIS PENDENS**

**TO WHOM IT MAY CONCERN:**

YOU ARE HEREBY NOTIFIED THAT the above-named Defendant, Counterclaim Plaintiff, and Third Party Plaintiff has filed a Third Party Complaint in this action against Third



Party Defendants Roger Mahoney and Mountain Valley Consultants, LLC seeking to obtain a determination and a declaration concerning the validity and enforceability of certain agreements which provide Bradley J. Stroup with certain rights in the following described mining claims located in Grand County, Utah and/or certain proceeds from the sale of interests in such mining claims:

- (a) Dolor Nos. 1-19;
- (b) Lagoon Nos. 1 and 2;
- (c) Trom Nos. 1 and 2; and
- (d) Chukor No. 1.

YOU ARE FURTHER NOTIFIED that any person taking any conveyance of any of the above mining claims or receiving any proceeds from any such conveyance in any form or manner will take subject to the results of this pending action.

Dated: October 5, 2009.

SCHEID CLEVELAND, LLC

By: *R. Daniel Scheid*  
R. Daniel Scheid, No. 11536

ATTORNEYS FOR DEFENDANT,  
COUNTERCLAIM PLAINTIFF AND  
THIRD PARTY DEFENDANT BRADLEY  
J. STROUP



FILED

JUN 24 2010

GRAND COUNTY

By: \_\_\_\_\_

IN THE SEVENTH JUDICIAL DISTRICT COURT IN AND FOR GRAND COUNTY  
STATE OF UTAHBRADLEY J. STROUP  
Plaintiff,VS  
MOUNTAIN VALLEY CONSULTANTS  
Defendant.NOTICE OF FILING OF  
FOREIGN JUDGMENT

Civil No. 106700151

## PLEASE TAKE NOTICE:

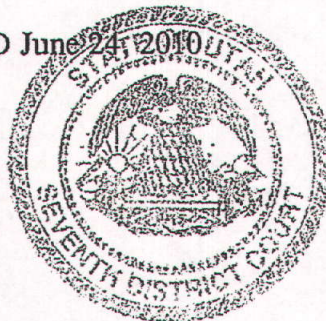
This notice is to inform you that a judgment originating in the Mesa County Combined Court of the State of Colorado has been filed against you in the District Court of Grand County, State of Utah, under the provision of the Utah Foreign Judgment Act (UCA 78B-5-303), in the above matter.

This Judgment, has the same effect and is subject to the same procedures, defenses, and proceedings for reopening, vacating, setting aside or staying, as a judgment of a district court of this state and is subject to enforcement and satisfaction in like manner.

Judgment Plaintiff's address

Bradley J. Stroup  
PO Box 3467  
Telluride, CO 81435

DATED June 24, 2010



Deputy Clerk

Ent 495221 Bk 761 Pg 479 -483  
Date: 24-JUN-2010 2:35:28PM  
Fee: \$26.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: BRAD STROUP



SEVENTH DISTRICT COURT

FILED

JUN 24 2010

GRAND COUNTY

By: 

IN THE SEVENTH JUDICIAL DISTRICT COURT IN AND FOR GRAND COUNTY  
STATE OF UTAH

BRADLEY J STROUP  
Plaintiff,

vs

MOUNTAIN VALLEY CONSULTANTS

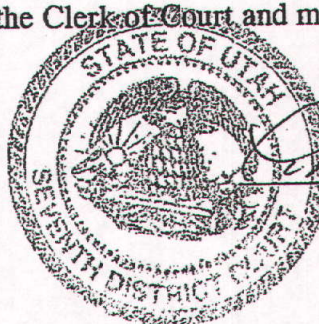
CERTIFICATE OF MAILING

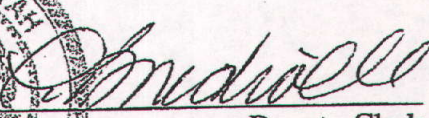
Civil No. 106700151

I hereby certify that on June 24, 2010, I mailed a true and correct copy of the  
attached NOTICE OF FILING OF FOREIGN JUDGMENT postage prepaid, addressed to:

Mountain Valley Consultants  
825 Baco Noir Lane  
Fruita, CO 81521

The judgment is on file with the Clerk of Court and may  
be reviewed upon request.



  
Deputy Clerk



SEVENTH DISTRICT COURT

**FILED**

JUN 24 2010

GRAND COUNTY

By: \_\_\_\_\_

**FILED IN COMBINED COURT**

FILED Document  
CO Mesa County District Court 21st JD  
Filing Date: Mar 2 2010 2:40PM MST  
Filing ID: 2983731 **MAR - 2 2010**  
Review Clerk: Joyce Bailey

MESA COUNTY COMBINED COURT  
MESA COUNTY, COLORADO

DISTRICT COURT, MESA COUNTY,  
STATE OF COLORADO  
Court Address: 125 North Spruce  
Grand Junction, Colorado 81501  
Clerk's Telephone No.: (970) 257-3625

**Plaintiffs:**

JOHN FOOTE and MONA FOOTE

v.

**Defendant, Counterclaim Plaintiff, and Third-Party  
Plaintiff:**

BRADLEY J. STROUP, a/k/a BRAD STROUP

v.

**Third-Party Defendants:**

ROGER MAHONEY, an individual; and MOUNTAIN  
VALLEY CONSULTANTS, LLC, a Colorado limited liability  
company

**COURT USE ONLY**

Case Number: 09 CV 257

Division: 9

**E FILED**

106700151

**DEFAULT JUDGMENT AND ORDER**

Upon Third Party Plaintiff's Motion for Entry of Default Judgment and Order Against Third Party Defendant Mountain Valley Consultants, LLC ("Motion") pursuant to C.R.C.P. 55(b) and C.R.C.P. 121§1-14, and the Court being advised in this matter:

**THE COURT FINDS THAT:**

1. A Summons and a copy of the Complaint in this action were properly served on Defendant Mountain Valley Consultants, LLC, a Colorado limited liability company ("MVC"), on October 11, 2009.

2. Venue of this action is properly placed in the District Court for Mesa County.

3. This judgment is granted to Third Party Plaintiff Bradley J. Stroup, a/k/a Brad Stroup ("Stroup").

Ent 495221 Bk 0761 Pg 0481

4. The party against whom this judgment is granted is MVC.

5. As of today's date, MVC has not appeared, pled, or otherwise responded to the

Certified to be a full, true and  
correct copy of original in my  
custody.

Dated

6-11-10

Tara A. [Signature]

Deputy

3 pages



Summons and Complaint as required by the Rules.<sup>1</sup>

6. MVC is not an infant, an incapacitated person, an officer or agent of the State of Colorado, or in the military service.

7. Pursuant to Stroup's First through Seventh Claims for Relief, Stroup is entitled to declaratory, injunctive, and monetary relief against MVC, as requested and set forth in paragraph 8 of the Motion, which is fully incorporated herein.

8. There is no just reason for delay in the entry of a final order and judgment as to the relief granted as to the claims and parties that are the subject of the Motion, which relief is set forth in paragraphs A.-D. below. It is expressly directed that a final order and judgment pursuant to Rule 54(b) be entered as to the relief granted herein.

**IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that:**

A. The Court hereby finds and declares, pursuant to C.R.C.P. 57(a), that:

1. The Financing Commitment Agreement dated June 23, 2009, which is attached as Exhibit D to the Third Party Complaint, is a valid and enforceable agreement as against MVC;
2. Stroup is entitled to specific performance of the Financing Commitment Agreement as against MVC;
3. Upon the liquidation of any of MVC's right, title, or interest in the mining claims located in Colorado or Utah owned by MVC, including those referenced in paragraph 8 of the Third Party Complaint<sup>2</sup>, MVC shall become obligated to fund the loans described in paragraph 25 of the Third Party Complaint.<sup>3</sup>

---

<sup>1</sup> On November 3, 2009, MVC filed a pro se Answer and Motion to Dismiss. On November 20, 2009, this Court entered an order striking the Answer and Motion to Dismiss because it was not filed by an attorney. To date, MVC has not retained counsel as required by statute and other applicable law.

<sup>2</sup> The mining claims referenced in paragraph 8 of the Third Party Complaint are the following mining claims located in Grand County, Utah: (a) Dolor Nos. 1-19; (b) Lagoon Nos. 1 and 2; (c) Trom Nos. 1 and 2; and (d) Chukor No. 1.

<sup>3</sup> The amount of the two loans that must be funded to Stroup upon liquidation of the mining claims are \$3.4 million and \$9.8 million, respectively. See, Third Party Complaint ¶25.



65:

B. The Court hereby enters the following permanent injunction pursuant to C.R.C.P.

1. There is imposed a constructive trust and/or equitable lien in favor of Stroup and against MVC's right, title, and interest in the above-referenced mining claims, and/or the proceeds of any sale, transfer, lease, conveyance, or disposition thereof, in a form and amount sufficient to fund the loan commitment obligations owed to Stroup;
2. MVC shall disgorge any proceeds of any sale, transfer, lien, conveyance, or other disposition of any of MVC's rights, title, or interests in the above-referenced mining claims, up to and including the amount of the lending obligation, and to deposit such proceeds into the Registry of the Court;
3. MVC is enjoined from selling, transferring, assigning, leasing, encumbering, or otherwise disposing of any of its mining claims, or any proceeds thereof, pending the Court's determination of all rights, title, interests, liens, and claims to such property.

C. Default judgment shall enter in favor of Stroup and against MVC for:

1. Actual damages in the amount of \$31,400 for the items described in ¶¶19(b), (c), (d), and (e) of the Affidavit of Bradley Stroup submitted with the Motion;
2. Pre-judgment interest at the legal rate of 8% per annum from March 1, 2009 to the date of this Court's entry of its final order and judgment as to money damages; and
3. Post-judgment interest at the legal rate of 8% per annum from the date of this Court's entry of a final order and judgment as to money damages.

D. Stroup shall later be permitted, upon motion, to amend and/or supplement this money judgment against MVC to add to the principal amount of this judgment any rent or liability that may be determined to be owed to Plaintiffs John Foote and/or Mona Foote under the Rental Agreement that is the subject of the Plaintiffs' claims asserted against Affiant in this litigation.

ORDERED this 2<sup>nd</sup> day of MARCH, 2010.

BY THE COURT:

  
District Court Judge



Ent 490889 Bk 745 Pg 331 -335  
Date: 10-MAR-2009 11:27AM  
Fee: \$43.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: MOUNTAIN VALLEY CONSULTANTS

### QUITCLAIM DEED

Roy Benjamin Musselman, personal representative of the Estate of ROSS A. MUSSLEMAN, also known as Ross Musselman and as Ross Andrew Musselman, deceased, whose mailing address is P.O. Box 868, Monticello, Utah 84535, and Roy Benjamin Musselman, personal representative of the Estate of LILLIE BELL MUSSELMAN, deceased, whose mailing address is P.O. Box 868, Monticello, Utah 84535, GRANTORS, hereby quitclaims to MOUNTAIN VALLEY CONSULTANTS, LLC, whose address is 2502 Van Buren Ave., Grand Junction, Colorado 81505, and ROGER MAHONEY, in his individual capacity, whose address is 2502 Van Buren Ave., Grand Junction, Colorado 81505, GRANTEES, for the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the hereinafter named unpatented placer mining claims (the "MINING CLAIMS") situated in Grand County, State of Utah, more particularly described in the notices of location thereof recorded in the Recorder's Office of Grand County, State of Utah. The names of said unpatented placer mining claims, the book and page where said notices of location are recorded, and the Bureau of Land Management ("BLM") serial numbers are as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
Dolor 1	228	568	UTMC	143989
Dolor 2	228	569	UTMC	143970
Dolor 3	228	570	UTMC	143991
Dolor 4	228	571	UTMC	143992
Dolor 5	228	572	UTMC	143993
Dolor 6	228	573	UTMC	143994
Dolor 7	228	574	UTMC	143995
Dolor 8	228	575	UTMC	143996
Dolor 9	228	576	UTMC	143997
Dolor 10	228	577	UTMC	143998
Dolor 11	228	578	UTMC	143999
Dolor 12	228	579	UTMC	144000
Dolor 13	228	580	UTMC	144001



<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
Dolor 14	228	581	UTMC	144002
Dolor 15	228	582	UTMC	144003
Dolor 16	228	583	UTMC	144004
Dolor 17	228	584	UTMC	144005
Dolor 18	229	132	UTMC	144006
Dolor 19	229	132	UTMC	144007
Lagoon 1	317	374	UTMC	234911
Lagoon 2	317	375	UTMC	234912
Trom 1	317	372	UTMC	234909
Trom 2	317	373	UTMC	234910
Chukor 1	317	371	UTMC	110457

GRANTORS represent that Roy Benjamin Musselman is the duly appointed, qualified and acting personal representative of the estate of Ross A. Musselman, also known as Ross Musselman and as Ross Andrew Musselman as set forth in Probate No. 9737-11 in the District Court of San Juan County, State of Utah and that Roy Benjamin Musselman is the duly appointed, qualified and acting personal representative of the estate of Lillie Bell Musselman as set forth in Probate No. 0137-24 in the District Court of San Juan County, State of Utah.

GRANTORS acknowledge that Ross A. Musselman and Lillie Bell Musselman, et al., as Lessor, executed a Mining Lease (the "DALLAPE LEASE") in favor of Donald Dallape, as Lessee, covering the mining claims and having an effective date of September 1, 1994.

GRANTORS make no representation of any kind with respect to the DALLAPE LEASE, and particularly make no representation of any kind as to whether or not the DALLAPE LEASE is still in effect. As part of this Quitclaim Deed GRANTORS assign and set over to GRANTEES all of GRANTORS' right, title and interest under the DALLAPE LEASE. GRANTEES jointly and severally, covenant and assume and agree to perform, pay and satisfy all of GRANTORS obligations and liabilities, if any, and to indemnify and save and hold harmless GRANTORS from any and all claims, costs, burdens, obligations and liabilities, including, but not being limited to, attorneys fees, costs of court, and all expenses arising out of litigation or other disputes with respect to the DALLAPE LEASE. This covenant burdens and runs with the MINING CLAIMS and is binding on the heirs, personal representatives, successors and assigns



of GRANTEES.

GRANTEES, jointly and severally, also covenant and agree to perform and satisfy all of GRANTORS' obligations and liabilities, irrespective of when (whether past, present or future) or how the same arose, including but not limited to, obligations and liabilities arising by contract or under applicable governmental laws, rules and/or regulations with respect to reclamation and clean up of property as a consequence of operations on the MINING CLAIMS, and to indemnify and save and hold harmless GRANTORS from any and all claims, costs, burdens, obligations and liabilities, including, but not being limited to, attorneys fees, costs of court, and all expenses arising out of litigation or other disputes with respect to such reclamation and clean up. This covenant burdens and runs with the MINING CLAIMS and is binding on the heirs, personal representatives, successors and assigns of GRANTEES.

WITNESS the hands of said GRANTORS and GRANTEES this 10 day of

March, 2009.

GRANTORS:

Roy B Musselman

Roy Benjamin Musselman, personal representative of the estate of Ross A. Musselman, also known as Ross Musselman and as Ross Andrew Musselman, deceased

Roy B Musselman

Roy Benjamin Musselman, personal representative of the estate of Lillie Bell Musselman, deceased

GRANTEES:

MOUNTAIN VALLEY CONSULTANTS, LLC

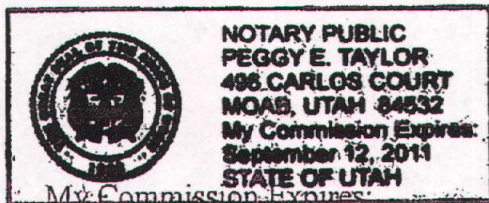
By Roy Musselman  
Its CEO



Roger Mahoney  
Roger Mahoney, in his individual capacity

STATE OF UTAH     )  
          GRAND     : ss.  
County of San Juan     )

The foregoing Quitclaim Deed was acknowledged before me this 10 day of March, 2009, by Roy Benjamin Musselman, acting as personal representative of the estate of Ross A. Musselman, also known as Ross Musselman and as Ross Andrew Musselman, deceased; and by Roy Benjamin Musselman, acting as personal representative of the estate of Lillie Bell Musselman, deceased.



9-12-11

Peggy E. Taylor  
Notary Public  
Residing at MOAB, UT

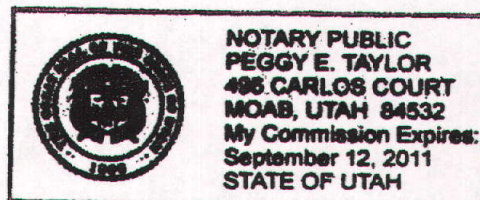
STATE OF UTAH     )  
                               : ss.  
County of GRAND     )

The foregoing Quitclaim Deed was acknowledged before me this 10 day of MARCH, 2009, by ROGER MAHONEY, acting in behalf of Mountain Valley Consultants, LLC, in his capacity as the CEO of Mountain Valley Consultants, LLC.

Peggy E. Taylor  
Notary Public  
Residing at MOAB, UT

My Commission Expires:

9-12-11





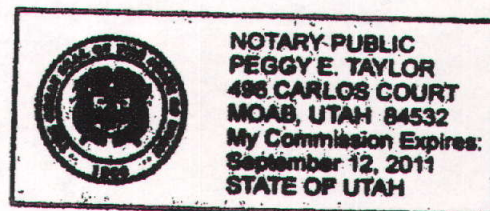
STATE OF UTAH )  
County of GRAND ) : ss.

The foregoing Quitclaim Deed was acknowledged before me this 10<sup>TH</sup> day of MARCH, 2009, by Roger Mahony, in his individual capacity.

Peggy E. Taylor  
Notary Public  
Residing at MOAB, UT 84532

My Commission Expires:

9-12-11  
musselman.qcd





Date: 10-MAR-2009 5:12PM  
Fee: \$35.00 Check  
Filed By: MMD  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: MOUNTAIN VALLEY CONSULTANTS

# QUIT CLAIM DEED

THE GRANTOR, DeMar and Helen Perkins of 120 North 350 West  
#134, City of American Fork, County of Utah  
State of Utah, for the consideration of \_\_\_\_\_  
ten dollars and other valuables  
CONVEY and QUIT CLAIM to Mountain Valley Consultants  
of \_\_\_\_\_, City of Grand Junction County of \_\_\_\_\_  
State of Colorado, all interest in the following described real estate situated in  
the County of \_\_\_\_\_, in the State of \_\_\_\_\_, to wit:

Exhibit A

Dated this 10<sup>th</sup> day of March, 19 2009.

DeMar Perkins  
Grantor

DeMar Perkins  
Helen Perkins  
Grantor

Helen Perkins  
(Print or type names under signatures)

STATE OF Utah  
COUNTY OF Utah

I, Kelley Jensen, Notary Public in and for the state of  
Utah, do hereby certify that on this 10<sup>th</sup> day of March, 19 2009  
personally appeared before me DeMar & Helen Perkins known to be the  
individual described in and who executed the within instrument and acknowledged  
that DeMar & Helen Perkins signed the same as Above,  
free and voluntary act and deed for the uses and purposes herein mentioned.

Given under my hand and official seal this 10<sup>th</sup> day of March, 19 2009  
Commission expires 5-30, 2012

Kelley Jensen  
Notary Public

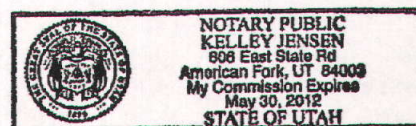




Exhibit A

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>RLM Serial Number</u>
Dolor 1	228	568	143989
Dolor 2	228	569	143990
Dolor 3	228	570	143991
Dolor 4	228	571	143992
Dolor 5	228	572	143993
Dolor 6	228	573	143994
Dolor 7	228	574	143995
Dolor 8	228	575	143996
Dolor 9	228	576	143997
Dolor 10	228	577	143998
Dolor 11	228	578	143999
Dolor 12	228	579	144000
Dolor 13	228	580	144001
Dolor 14	228	581	144002
Dolor 15	228	582	144003
Dolor 16	228	583	144004
Dolor 17	228	584	144005
Dolor 18	229	132	144006
Dolor 19	229	133	144007
Lagoon 1	317	374	234911
Lagoon 2	317	375	234912
Trom 1	317	372	234909
Trom 2	317	373	234910
Chukar 1	317	371	110457

H.P. *[Signature]*



QUIT CLAIM DEED

Ent 490890 Bk 745 Pg 336 - 337  
Date: 10-MAR-2009 11:31AM  
Fee: \$34.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: MOUNTAIN VALLEY CONSULTANTS

The Grantors Alan L. Rogers and Dwight A. Rogers of PO Box 126, City of Monticello, County of San Juan, State of Utah, Zip 84535, for consideration of the sum of \$10.00 Convey and Quit Claim to Mountain Valley Consultants of 2502 Van Buren Ave., City of Grand Junction, State of Colorado, Zip 81505, all interest in the following described mining claims situated in Grand County, Utah to wit:

See attached Exhibit A

Dated this 31<sup>st</sup> day of October, 2008

Alan L. Rogers

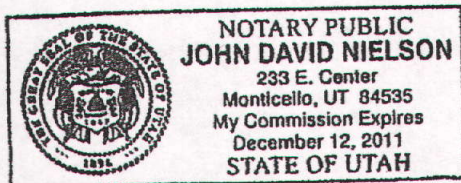
Grantor Alan L. Rogers

Dwight A. Rogers

Grantor Dwight A. Rogers

STATE OF UTAH  
COUNTY OF SAN JUAN

On this 31<sup>st</sup> day of October, 2008, personally appeared before me Alan L. Rogers and Dwight A. Rogers the signers of the above instrument, who duly acknowledged to me that they executed the same.



John David Nielson  
Notary Public

Residing at 233. E. Center  
Monticello, UT 84535

My Commission Expires: Dec. 12, 2011



**Exhibit A**  
**Mining Claims in Grand County**

<u>Claim Name</u>	<u>UMC Numbers</u>
DOLOR - 1	143989
DOLOR - 2	143990
DOLOR - 3	143991
DOLOR - 4	143992
DOLOR - 5	143993
DOLOR - 6	143994
DOLOR - 7	143995
DOLOR - 8	143996
DOLOR - 9	143997
DOLOR - 10	143998
DOLOR - 11	143999
DOLOR - 12	144000
DOLOR - 13	144001
DOLOR - 14	144002
DOLOR - 15	144003
DOLOR - 16	144004
DOLOR - 17	144005
DOLOR - 18	144006
DOLOR - 19	144007
TRAIN-TROM - 1	234909
TRAIN-TROM - 2	234910
LAGOON - 1	234911
LAGOON - 2	234912





Mountain Valley Consultants, LLC

2502 Van Buren Ave

Grand Junction, CO 81505

970-639-2322 (H) 970-639-2322 Fax

Saturday, November 02, 2006

**MEMO OF UNDERSTANDING**

Mountain Valley Consultants, LLC (Buyer) Agrees to purchase unpatented mining claims from Demar Perkins, et al, Ben Musselman, et al, and Alan Rogers, et al (Sellers).

The purchase price is \$6,000,000 USD

Funding is from a Private Placement Program that Mountain Valley Consultants is participating in.

The Sellers agree to place the Quit Claim Deed into a bank chosen by the buyer. Upon funding, Buyer will deposit \$6,000,000 USD into a bank specified by sellers.

The Buyer assumes all liabilities past and present including any leases on the mining claims as of date of agreement.

Once Quit Claim Deed has been placed at the Buyers Bank the Buyer has 30 days to complete transaction or the Quit Claim will be returned to the Sellers.

Roger T. Michener 11-01-08  
Roger T. Michener  
Mountain Valley Consultants

\_\_\_\_\_  
Demar Perkins, et al

\_\_\_\_\_  
Ben Musselman, et al

\_\_\_\_\_  
Alan Rogers, et al



## SALES CONTRACT

This Sales Contract is made and entered into as of the 10 day of March, 2009 by and between Roy Benjamin Musselman, personal representative of the estate of Ross A. Musselman, also known as Ross Musselman and as Ross Andrew Musselman, deceased, and Roy Benjamin Musselman, personal representative of the estate of Lillie Bell Musselman, deceased, whose mailing address is P.O. Box 868, Monticello, Utah 84535 (collectively hereinafter sometimes the "SELLERS"), and Mountain Valley Consultants, LLC, whose address is 2502 Van Buren Ave., Grand Junction, Colorado 81505, and Roger Mahoney, in his individual capacity, whose address is 2502 Van Buren Ave., Grand Junction, Colorado 81505, (collectively hereinafter sometimes the "BUYERS").

### WITNESSETH:

For good and valuable consideration, and in consideration of the covenants, agreements and acts hereinafter set forth, SELLERS hereby agree to sell to BUYERS, and BUYERS agree to purchase from SELLERS all of the right, title, and interest of SELLERS in and to the hereinafter named unpatented placer mining claims (the "MINING CLAIMS") situated in Grand County, State of Utah, more particularly described in the notices of location thereof recorded in the Recorder's Office of Grand County, State of Utah. The names of said unpatented placer mining claims, the book and page where said notices of location are recorded, and the Bureau of Land Management ("BLM") serial numbers are as follows:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
Dolor 1	228	568	UTMC	143989
Dolor 2	228	569	UTMC	143970
Dolor 3	228	570	UTMC	143991
Dolor 4	228	571	UTMC	143992

Ent 493669 Bk 0755 Pg 0476



Dolor 5	228	372	UTMC	143993
Dolor 6	228	573	UTMC	143994
Dolor 7	228	574	UTMC	143995
Dolor 8	228	575	UTMC	143996
Dolor 9	228	576	UTMC	143997
Dolor 10	228	577	UTMC	143998
Dolor 11	228	578	UTMC	143999
Dolor 12	228	579	UTMC	144000
Dolor 13	228	580	UTMC	144001
Dolor 14	228	581	UTMC	144002
Dolor 15	228	582	UTMC	144003
Dolor 16	228	583	UTMC	144004
Dolor 17	228	584	UTMC	144005
Dolor 18	229	132	UTMC	144006
Dolor 19	229	132	UTMC	144007
Lagoon 1	317	374	UTMC	234911
Lagoon 2	317	375	UTMC	234912
Trom 1	317	372	UTMC	234909
Trom 2	317	373	UTMC	234910
Chukor 1	317	371	UTMC	110457

INCLUDING AND TOGETHER WITH, to the extent that the lease is valid, all of the right, title and interest of SELLERS, if any, in, to and under the Mining Lease (the "DALLAPE LEASE") between Demar Perkins and Helen L. Perkins, husband and wife; Fredrick A. Rogers and Edna R. Rogers, husband and wife; Ross A. Musselman and Lille Bell Musselman, husband and wife; as Lessors, and Donald Dallape, as Lessee, the effective date of which is September 1, 1994.

SUBJECT TO the DALLAPE LEASE to the extent that the same is valid.

on the following terms and conditions, to-wit:

1. Purchase and Sale Price.

BUYERS agrees to pay to SELLERS and SELLERS agrees to accept from BUYERS, as the full purchase and sale price for the right, title and interest of SELLERS in the MINING CLAIMS, on or before the 10 day of March, 2009, the sum Two Million Dollars (\$2,000,000.00). This purchase and sale shall not be diminished or reduced in anyway because the SELLERS own less than the all of the right, title and interest in the MINING CLAIMS.



## 2. Representations of Sellers

SELLERS represent that Roy Benjamin Musselman is the duly appointed, qualified and acting personal representative of the estate of Ross A. Musselman, also known as Ross Musselman and as Ross Andrew Musselman as set forth in Probate No. 9737-11 in the District Court of San Juan County, State of Utah and that Roy Benjamin Musselman is the duly appointed, qualified and acting personal representative of the estate of Lillie Bell Musselman as set forth in Probate No. 0137-24 in the District Court of San Juan County, State of Utah.

SELLERS make no other warranty or representation of any kind or nature with respect to the MINING CLAIMS or any other matter relating to this agreement.

## 3. Dallape Lease

SELLERS acknowledge that Ross A. Musselman and Lillie Bell Musselman, et al., as Lessor, executed a Mining Lease (the "DALLAPE LEASE") in favor of Donald Dallape, as Lessee, covering the mining claims and having an effective date of September 1, 1994.

SELLERS make no representation of any kind with respect to the DALLAPE LEASE, and particularly make no representation of any kind as to whether or not the DALLAPE LEASE is still in effect. As part of the purchase and sale provided in this agreement, SELLERS agree to sell to BUYERS, and BUYERS agree to purchase from SELLERS all of SELLERS' right, title and interest under the DALLAPE LEASE. Further, BUYERS jointly and severally, covenant and assume and agree to perform, pay and satisfy all of SELLERS' obligations and liabilities, if any, and to indemnify and save and hold harmless SELLERS from any and all claims, costs, burdens, obligations and liabilities, including, but not being limited to, attorneys fees, costs of court, and all expenses arising out of litigation or other disputes with respect to the DALLAPE LEASE.

Without limiting the foregoing in any way, this indemnification shall extend to claims by persons



Million Dollars (\$2,000,000.00) in certified funds.

c) The executed Quitclaim Deed, a copy of which is attached hereto as EXHIBIT A, shall be delivered to BUYERS.

6. Escrow

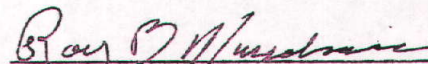
If the parties are able to find a bank mutually acceptable to both parties which is willing to act as escrow agent in this transaction, the parties shall execute an escrow agreement, the terms of which are mutually acceptable to the parties and to the bank which will provide, among other things, that the Quitclaim Deed, a copy of which is attached hereto as EXHIBIT A shall be executed by the parties and the Quitclaim Deed and the sale and purchase price of Two Million Dollars (\$2,000,000.00) in certified funds shall be deposited with the bank and held in escrow until the time of closing which shall be handled by the bank.

7. Termination

In the event the sale and purchase price of Two Million Dollars (\$2,000,000.00) in certified funds is not paid by BUYERS to SELLERS on or before the <sup>3<sup>rd</sup></sup> ~~April~~ day of April, 2009 this agreement shall automatically terminate and BUYERS shall have no claim hereunder nor any right, title or interest in the MINING CLAIMS.

IN WITNESS WHEREOF the parties hereto have hereunto set their hands as of the day and year first above set forth.

SELLERS:

  
Roy Benjamin Musselman, personal representative  
of the estate of Ross A. Musselman, also known as  
Ross Musselman and as Ross Andrew Musselman,  
deceased



Roy B Musselman

Roy Benjamin Musselman, personal representative  
of the estate of Lillie Bell Musselman, deceased

BUYERS:

MOUNTAIN VALLEY CONSULTANTS, LLC

By Roy B Musselman  
Its CEO

Roy Mahoney  
Roger Mahoney, in his individual capacity

musselman.contract



**NOTICE OF INTENT TO HOLD  
MAINTENANCE FEE  
PAYMENT**  
(Example Form-Utah)

Submit copy with payment to: **USO -  
Bureau of Land Management-USDI**  
440 West 200 South, Suite 500  
P. O. Box 45155  
Salt Lake City, UT 84145-0155

Reserved for  
COUNTY  
RECORDER  
INFO ONLY  
Requires an  
original  
document that  
is signed and  
notarized.

**Maintenance Fee payment of \$140 per claim/site** --pursuant to Regulation 43 CFR 3830.21(d) and 3834.11(a)(2).

(Fee may be paid by cash, check, money order, BLM Declining Deposit Account (DDA), or Visa/Master card payable to the U.S. Department of Interior Bureau of Land Management (BLM). Submit payment to the above address. Payment must be received on or before September 1 or the envelope or postmarked by a bona fide mail delivery service on or before September 1 and received within 15 days. The fees may be paid by completing this for submitting to the BLM by facsimile/fax, (801)539-4237, and then contact the BLM Information Access Center-Accounts at (801)539-4001.  
\*Submit prior to August for a quicker return of receipt\*.)

\*If the maintenance fee was waived in the previous assessment year, you must complete the assessment work for that year and submit POL to B  
\*Failure to pay maintenance fees or file waiver certification on or before Sept. 1 results in the claim/site being forfeited by operation of law.  
\*Uncollectible check, financial instrument, and card payment will be deemed as nonpayment of fees and if after due date claim/site forfeited.  
\*You cannot modify document or pay additional fees after the due date.

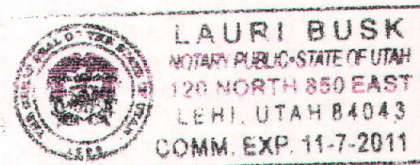
MAINTENANCE FEE(S) is paid in advance for the upcoming year 2011, in the amount of \$ 3,220.00 for the following 23 mining claim/site(s):

CLAIM/SITE NAME(S) & UMC NUMBER(S) (please print or type): CHECK ☒ if Continued: ☒ See attached.  
CHECK ☐ if a Mill or Tunnel Site(s) listed below. See other side.

State of Utah  
County of Utah

On this 22 day of Sept in the year 2010  
before me Lauri Busk, a notary public,  
personally appeared Dale Snyder  
proved on the basis of satisfactory evidence to be the person(s)  
whose name(s) is/are subscribed to this instrument, and  
acknowledged (he/she/they) executed the same. Witness my  
hand and official seal.

NOTARY PUBLIC



UTAH STATE OFFICE  
RECEIVED  
ACCOUNTS UNIT  
2010 AUG 11 PM 12:06  
DEPT OF INTERIOR  
BUREAU OF LAND MGMT

\*\*\*\*\*FOR BLM USE ONLY\*\*\*\*\*

PAID for YR 2011 MF

Receipt#

Lead  
UMC#

CLAIMANT/REMITTER NAME, MAILING ADDRESS, & TELEPHONE (please print or type):

\*THIS ADDRESS will be used to UPDATE the records if it is for the claimant on BLM records.  
\*If you DO NOT want the BLM to use this address to update the records, please state: "not a change of address".

= Dale Snyder  
= 7752 North 9150 West  
= Lehi, Utah 84043

For Dale Snyder

SIGNATURE: Val Chapman DATE: 8/11/10

The new automated system requires consistent names and address of all the claimants. If possible, PLEASE attach a list showing all the claimant name and mailing address (prefer PO Box) for the claim-site(s) listed above to assure that BLM records reflect the correct name and current add



Note:

All maintenance fees from the years 1993 until 2011 have been paid and recorded by Dale Snyder.



34550

Rental Fees for 1993 &amp; 1994

Dale Snyder 768-3315

7752 No 9150 W Lehi UT

## AFFIDAVIT OF LABOR AND IMPROVEMENTS

Entry No. 429018

Recorded B-6-93 3:49

Dr. 454 Pg. 517 Fee 34.00

Lilly Mae Noerland

Recorder of Grand County

State of Utah )  
County of Grand ) ss.D. Max Perkins of Monticello, Utah  
being first duly sworn, deposes and says:

That for the annual assessment period ending at 12 o'clock M. on Aug. 31, 1993 there was done at least \$100 worth of labor and/or improvements upon or for each of the following claim situate in Grand County, Utah, said claims being legally held and duly recorded in the office of the County Recorder of Grand County, Utah as hereinafter set out:

## NOTICE OF LOCATION

Recorded in—

Name of Claim

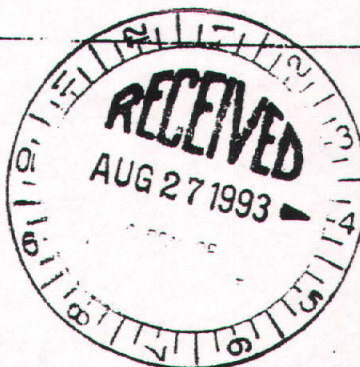
BLM Number

Book

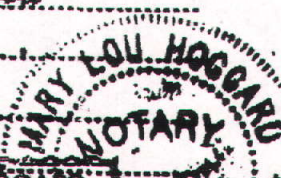
Page

Dolar 1 to 17UMC 143989 to 144005228568 to 584Dolar 18 to 19UMC 144006 to 144007229132 to 133Lagoon 1 to 3UMC 234911 to 234912317374 to 375Tram 1 to 2UMC 234909 to 234910317372 to 373Chukar 1UMC 110457317371

PAID

ACT# 1960674UMC# 143989Rental 93 & 94
 93 AUG 27 11:11:59  
 DEPT. OF LAND & NATURAL RESOURCES  
 BUR OF LAND RECORDS
The work done consisted of Deep SamplingThe work was done at the request of Dale Perkins et al. the owners.

of said claims and was done between the dates of Sept. 15, 1992 and Aug. 3, 1993 and was done for the purpose of holding said claims for the annual period ending

Dated Aug 8 1993Subscribed and sworn to before me this 8day of August 1993Mary Lou HoggardNotary public Residing at Monticello

MARY LOU HOGGARD



AMMI  
7752 North 9150 West  
Lehi, Utah 84043  
801-592-9600

October 31, 2008

NOTICE OF FACTS

Ent 489072 Bk 740 Pg 165  
Date: 03-NOV-2008 8:18AM 766  
Fee: \$12.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: DALE SNYDER

RE: Deloras Mine Claims

To Whom It May Concern:

Whereas Roger Mahony desires to purchase the Deloras Claims (Exhibit A, enclosed) and has verbally agreed to pay the sum of 5 million dollars for the claims and has verbally agreed to close the transaction within 14 days, and has verbally agreed to assume all reclamation liabilities past, present and future.

Now therefore preceding any transfer of title or quit claim release of title certain things must be adhered too.

- 1- AMMI holds present Mining lease and agreement which began September 1, 2008 and ends September 1, 2009.
- 2- AMMI is currently involved in an acquisition and merger agreement with Crystal Victoria Corp. (Warren Sens) this agreement expires Dec. 31, 2008. The acquisition and merger agreement between Crystal Victoria and AMMI is based entirely on mining lease contract paragraph 4 section B- "If lessee exercises the option to purchase the mining claims the purchase price shall be 1 Million 500 thousand Dollars."
- 3- Any release of title or quit claim purchase will have to take place after Crystal Victoria Corp Fails to perform, agrees to sell or Dec. 31, 2008 which ever comes first.

DA.



Therefore if Roger Mahony desires to purchase the claims for the very generous offer of 5 million Dollars. The following item must be addressed.

- 1- 5% Non-refundable earnest money will be posted until closing and then the 5% will be deducted from the purchase price.
- 2- This proposal and purchase contract must be presented after Dec. 31, 2008, IF Crystal Victoria Corp. doesn't perform on their contract with AMMI.
- 3- Roger Mahony must agree in writing to all reclamation issues now in question.
- 4- The present active mining permit held by AMMI #S019035 , UTU-72488 will have to be transferred to Roger Mahony or be released back to AMMI for cancelation and returned to BLM holding AMMI harmless.

AMMI  
Managing Partner

A handwritten signature in dark ink, appearing to read 'Dale Snyder', with a stylized, flowing script.

Dale Snyder



# EXIHIBT "A"

## ATTACHMENT FOR

### PROOF OF PAYMENT OF CLAIM MAINTENANCE FEES IN LIEU OF ASSESSMENT WORK

#### TOTAL (23) BUREAU OF LAND MANAGEMENT (B.L.M.) MINING CLAIMS

<u>CLAIM NAME</u>	<u>UMC NUMBERS</u>
DOLOR - 1	143989
DOLOR - 2	143990
DOLOR - 3	143991
DOLOR - 4	143992
DOLOR - 5	143993
DOLOR - 6	143994
DOLOR - 7	143995
DOLOR - 8	143996
DOLOR - 9	143997
DOLOR- 10	143998
DOLOR- 11	143999
DOLOR- 12	144000
DOLOR- 13	144001
DOLOR- 14	144002
DOLOR- 15	144003
DOLOR- 16	144004
DOLOR- 17	144005
DOLOR- 18	144006
DOLOR- 19	144007
TRAIN - TROM- 1	234909
TRAIN - TROM- 2	234910
LASOON - 1	234911
LASOON - 2	234912





LC009148

State of Utah  
Department of Commerce  
Division of Corporations and Commercial Code

I hereby certify that the foregoing has been  
and approved on the 11th day of July 1995  
in the office of the Division and hereby  
this Certificate thereof.

# UTAH LIMITED LIABILITY COMPANY

Examiner *L. J. Park* Date *7-11-95*

## ARTICLES OF ORGANIZATION

OF

RECEIVED

JUL 11 1995



*Karla S. Woods*  
KARLA T. WOODS  
Division Director

## Absolute Mining and Minerals, L.L.C.

Utah Div. of Corp. Comm. Code

The undersigned members do hereby adopt the following Articles of Organization for the purpose of forming a Utah Limited Liability Company, to wit:

1. **NAME.** The name of the Company shall be Absolute Mining and Minerals, L.L.C.

2. **DURATION.** The Company shall continue for thirty (30) years from the execution date of these Articles of Organization, unless sooner dissolved by:

(a) the affirmative vote of Members holding a seventy percent interest in the Company;

(b) The acquisition by one Member of all of the outstanding membership interests;

(c) the death, retirement, resignation, expulsion, bankruptcy or dissolution of a Member or the occurrence of any other event that terminates the continued membership of a Member in the Company, except as provided below in this Article; or

(d) any other event causing a dissolution of a limited liability company under the Utah Limited Liability Company Act.

Notwithstanding the foregoing provisions of this Article, and upon the occurrence of an event described in paragraph 2(c), the remaining Members have the right to continue the business of the Company, but not to exceed the maximum period of thirty (30) years. Such right can be exercised only by the affirmative vote of the remaining Members, holding a majority of the percentage interests in the Company, within three (3) months after written notice to the Company of the occurrence of an event described in paragraph 2(c). If not so exercised, the right of the Members to continue the business of the Company shall expire and the Company's affairs shall be wound up as provided in the Operating Agreement of the Company.

3. **BUSINESS PURPOSE.** The business purpose for which the Company is organized is to engage in the business designated in its Operating Agreement, and to engage in any other lawful business permitted by law.

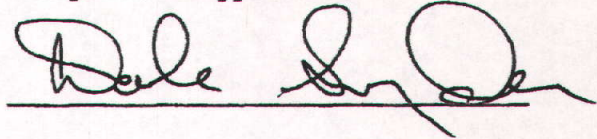
JGS

5191000023



4. **REGISTERED AGENT.** The Company shall continuously maintain an agent in the State of Utah for service of process who is an individual residing in said state. The name and street address of the initial registered agent shall be Dale Snyder at 7752 North 9150 West, Lehi, Utah 84043.

Acceptance of Appointment:



The Director of the Division of Corporations and Commercial Code of the Department of Commerce for the State of Utah is appointed the registered agent of the Company for service of process if the registered agent has resigned, the registered agent's authority has been revoked, or the registered agent cannot be found or served with the exercise of reasonable diligence.

5. **MANAGEMENT.** The Company shall be managed by its Members and pursuant to the terms of the Operating Agreement, or any amendments thereto. The Company may designate a Manager with authority to act for the Members.

6. **MEMBERS.** The names and street addresses of the members who shall constitute the initial Members of the Company are as follows:

Dale Snyder  
7752 North 9150 West  
Lehi, Utah 84043

Charlie Miller  
2882 Durango Drive  
Grand Junction, Colorado 81503

Frank Snyder  
1797 N. Railroad Street  
Lehi, Utah 84043

Don Johnson  
1025 West 8th Street  
Lehi, Utah 84093

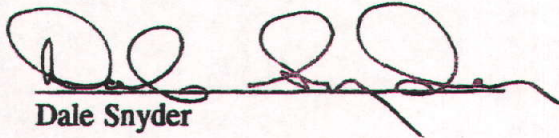
7. **CONTRIBUTIONS.** No Member shall be obligated to make any contribution to the Company except those specifically set forth in the Operating Agreement adopted by the Members of the Company.


8. **AMENDMENTS.** The Articles of Organization shall be amended from time to time as required by Section 48-2b-121, Utah Code Annotated.



9. **OPERATING AGREEMENT.** The Members shall enter into an Operating Agreement which shall set forth additional terms and conditions relating to the management, operation and ownership of the Company.

IN WITNESS WHEREOF, the undersigned execute these Articles of Organization and certify to the truth of the facts herein stated this 11 day of July, 1995.

  
Dale Snyder

  
Charlie Miller

ARTORG.586



Ent 489070 Bk 740 Pg 150  
Date: 03-NOV-2008 8:13AM 760  
Fee: \$51.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: DALE SNYDER

MINING LEASE

THIS AGREEMENT of lease bearing the effective date of September 1st, 1994, is entered into by and between DeMar Perkins and Helen L. Perkins, husband and wife, Fredrick A. Rogers and Edna R. Rogers, husband and wife, Ross A. Musselman and Lillie Bell Musselman, husband and wife, all of Monticello, Utah, hereinafter collectively referred to as being the Lessor, and Donald Dallape of Newport Beach, California, hereinafter referred to as the Lessee.

WHEREAS, the Lessors desire to lease the hereinafter unpatented placer mining claims and the Lessee is desirous of mining the same, according to the terms and conditions herein.

WITNESSETH:

That the Lessor, for and in the consideration of the Royalties to be paid to the Lessor, hereby leases, demises and let to the Lessee, those certain unpatented placer mining claims owned by the Lessor, situated in the county of Grand, State of Utah, to-wit:

<u>Name of Claim</u>	<u>Book</u>	<u>Page</u>	<u>BLM</u>	<u>Serial No.</u>
Dolor 1	228	568	UTMC	143989
Dolor 2	228	569	UTMC	143970
Dolor 3	228	570	UTMC	143991
Dolor 4	228	571	UTMC	143992
Dolor 5	228	572	UTMC	143993
Dolor 6	228	573	UTMC	143994
Dolor 7	228	574	UTMC	143995
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Dolor 9	228	576	UTMC	143997
Dolor 10	228	577	UTMC	143998
Dolor 11	228	578	UTMC	143999
Dolor 12	228	579	UTMC	144000
Dolor 13	228	580	UTMC	144001
Dolor 14	228	581	UTMC	144002
Dolor 15	228	582	UTMC	144003



Dolor 16	228	583	UTMC	144004
Dolor 17	228	584	UTMC	144005
Dolor 18	229	132	UTMC	144006
Dolor 19	229	132	UTMC	144007
Lagoon 1 thru 2	317	374-375	UTMC	234911-234912
Trom 1 thru 2	317	272-273	UTMC	234909-234910
Chukor 1	317	271	UTMC	110457

To have and to hold the above mentioned claims premises, and appurtenances unto lease for a term of ten years, commencing on the 1st day of September, 1994, and expiring on the 1st day of September, 2004, and continuing from year to year thereafter so long as the Lessee continues to mine the above described unpatented placer mining claims in accordance with the terms and conditions provided however, the term of this lease may be sooner forfeited and terminated, as herein provided.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Possession. Lessee shall enter upon the above described premises and work the same in a good and miner-like manner, so as to mine the greatest amount of ore possible with due regard to the development and preservation of the said premises as a workable mine.

2. Work Requirements. Minimum work requirements required of the Lessee shall be three men working five days a week, unless prevented by those causes as specified in paragraph No. 19 herein.

3. Conduct of Operations. \_\_\_\_\_ shall be the mining operator for the Lessee and shall be responsible for and devote its time and best efforts to the operation of the said mining properties



and shall arrange for the shipment and sale of gold and other precious metals extracted.

4. Lessee shall pay the Lessor an Eight Percent (8%) gross royalty on all minerals mined and milled from the above-mentioned placer mining claims. If the Lessors so wish they can take their minerals in kind from the mill. Lessors hereby grant to Lessee the option to purchase the claims during the term of the Mining Lease agreement at the following prices:

a) If Lessee exercises the option within one year from commencement of work on the mining claim the purchase price shall be One Million Dollars (\$1,000,000).

b) If Lessee exercises the option to purchase the mining claims after one year from commencement of work on the mining claims, the purchase price shall be One Million Five Hundred Thousand Dollars (\$1,500,000).

5. Lessors Representations and Warranties. Lessor represents and warrants that the area covered by the said mining claims, and each of them, has been and is properly and validly located under the mining laws of the United States of America and the State of Utah; that assessment work on the mining claims, and each of them, has been performed at the time, in the manner, and to the extent required by law, that the mining claims are all in good standing, subsisting and valid at the date hereof, and are free and clear of all liens, encumbrances, leases and claims of third parties, except only rights reserved to the United States in respect of unpatented mining claim and hold the Lessee harmless for any liabilities thereon.

6. Equipment and Mill Construction. Lessee may install, maintain, replace and remove during the term of this Agreement any and all mining



machinery, equipment, tools, facilities which the Lessee has brought onto the claims themselves. Lessee shall pay in full for all labor performed upon or materials furnished to the said Mining Claims at the instance or request of the Lessee and shall keep the whole thereof free and clear from any and all liens of mechanics or materialmen. Lessee shall post, and keep posted, upon said premises notice to the effect that the same are leased and that the Lessor shall not, nor will the said premises, be liable for any labor performed upon or materials furnished to the said premises at the instance or request of the Lessee.

7. Insurance. Lessee shall at all times comply in all respects with all the laws and regulations relating to the performance of work within the leased premises. The Lessee shall provide Workmens Compensation insurance and such other insurances to cover personnel and all of its operations upon the premises in the amount and form as may be required by law. Lessee shall indemnify and hold the Lessor harmless of and from any and all claims, demands or liabilities arising out of or in connection with the operations or activities of the Lessee hereunder. Lessee assumes the sole responsibilities for the operation and direction of the work done under this Agreement on the leased premises and no employee or agent furnished by Lessee shall, under any circumstances, be deemed an employee of the Lessor.

8. Removal of Machinery and Equipment. In the event of termination of the lease by expiration of the term hereof, or for any reason whatsoever, the Lessee agrees to surrender the leased premises to the Lessor in good condition. The Lessee, however, shall have the right to remove Lessee's equipment and the mill placed by it within the leased



premises. The Lessee shall have the right to effect the removal of such machinery, equipment and mill prior to the expiration of the lease, or within ninety (90) days thereafter. Any such machinery, equipment or mill not removed prior to the expiration of said period of ninety (90) days following termination of this Lease shall be deemed affixed to the leased premises and shall become and remain the property of the Lessor.

9. Assessment Work. During the term of this lease, Lessee does hereby agree to perform all assessment work required to be performed upon said mining claims by law, and does further agree to furnish Lessor with a detailed statement of all such work.

10. The Lessee shall pay all recording fees related to keeping these claims in good standing, such as county and BLM fees. The Lessee shall complete these fee charges and recording requirements 30 days before being due. The Lessee shall send Lessor copies of the recordings 30 days before being due.

11. Lessee shall comply with and assume all state and federal environmental responsibilities that apply to these claims and to the equipment on them. They shall bond themselves as required and hold the Lessor free of all responsibilities in this area. The reclamation work is to be completed as the mining areas are being depleted.

#### Part 2 Section 11

This lease cannot be terminated by the Lessee until all reclamation work has been completed. With signed releases from the Bureau of Land Management and State of Utah and any government environmental organizations accompanying the notice of termination.



12. Books of Account. Lessee agrees to keep accurate books of account showing the operations, and particularly showing ores mined and milled and the quantity of gold and other precious metals extracted from said ores on the site. The Lessee shall permit the Lessor or a representative of the Lessor at all reasonable times and places to examine such books of account.

13. Access to Premises. The Lessee shall allow the Lessor or any representative of the Lessor to enter upon and into all parts of the leased premises from time to time and at all reasonable times and hours, for the purposes of observing and inspecting all gold and precious metal extraction and the weighing of the same.

14. Right of Access. To the extent necessary, the Lessor hereby grants to the Lessee the right to cross over any mining claims owned by or in which the Lessor has an interest to provide access to the Lessee to the herein described leased mining claims. To the extent necessary, the Lessee also grants to the Lessor the right to cross over the herein leased premises for access to other mining claims in the general area of the leased premises.

15. Due Diligence and Security. The Lessee shall be charged with maintaining due diligence and security in the preservation of the ore and all extractions of gold and other precious metals. To that end the Lessee shall furnish adequate security and, in particular, at such time as the gold and their precious minerals are milled and extracted, the Lessee shall provide two or more honest and responsible men or women who would observe and/or be a part of the work force in the milling, extraction, weighing and handling of the gold and other precious metals.



16. Taxes. The Lessee agrees to pay all personal property taxes levied and assessed against the machinery and equipment used on the herein described leased premises. The Lessee shall further pay all taxes levied and assessed upon the herein leased premises. Provided however, all mine occupation taxes, production taxes and severance taxes shall be borne and paid by the parties herein in the same proportion as the respective parties' interest in the extracted gold or other precious metals bears to the whole amount of the extracted gold and other precious metals. The obligation of the parties to pay their respective share of these taxes shall survive the termination or full performance of this lease agreement. The parties further agree that, in the event any tax levying institution requires the posting of security and/or the depositing of funds into escrow accounts or other designated accounts for the purposes of paying those taxes pro-rated herein, each of the parties agree to do so in the same ratio that the taxes are to be paid.

17. Default. If, for any reason, there shall be a default on the part of the Lessee and the Lessee shall fail or refuse to comply with any of the terms or provisions hereof, then the Lessor may give notice in writing to Lessee of such default, specifying the nature and character of said default, and unless the default shall be corrected within sixty (60) days after the receipt by the Lessee of such notice, then, at the option of the Lessor, this lease and all rights thereunder of Lessee shall be terminated and Lessee shall quietly and peaceably surrender the said premises to the Lessor.



18. Termination. At any time during the term of this lease, Lessee may terminate by delivering possession of the premises to the Lessor, and delivering to the Lessor in kind all royalties due the Lessor to date of termination, and, further, by delivering to the Lessor a recordable instrument or surrender.

19. Notices. Notices hereunder shall be deemed sufficiently given when deposited in the United States mail, postage prepaid, registered, return receipt requested, and addressed as follows:

To Lessor: Frederick A. Rogers  
P. O. Box 336  
Monticello, Utah 84535

To Lessee: Donald Dallape  
1350 East 145 South  
Lehi, Utah 84043

or to such other addresses as either party may designate by proper written notice.

20. Arbitration. The parties agree that in the event of a dispute between them as to whether or not either party is in default, that they will submit the same to a panel of arbitrators, with each of the parties herein selecting one arbitrator and the two arbitrators so selected selecting a third arbitrator, and that a decision by the majority of the arbitrators shall be binding upon the parties herein. The parties further acknowledge, however, that under the laws of the State of Utah, there is no binding agreement to arbitrate, and after having given full faith and effort to solve the disputed problems by the arbitration provision herein, and failing to solve the dispute by arbitration the matter is litigated, then in that event, the defaulting party agrees to pay all costs and



expenses for the litigation, including a reasonable attorney's fee.

21. Force Majeure. Whenever the time for performance of any act hereunder is limited or certain acts are required to be done, and the performance thereof is hindered, prevented or delayed by any factor or circumstances beyond the reasonable control of the party obligated to perform and which said party could not have avoided by the use of due diligence, such acts of God, fire, floods, strike or labor troubles, breakage of machinery, inability to obtain necessary materials, supplies or labor interruptions in delivery of transportation, shortage of railroad cars, insurrection or mob violence, regulations, orders of requirements of government, including all environmental studies and restrictions, embargoes, war or other disabling causes, whether similar or different, then the time for the performance of any such act or obligation shall be extended for a period equal to the extent of such delay.

23. Assignment. Lessee shall not assign this lease without the prior written consent of Lessor, which consent shall not be unreasonably withheld.

24. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement this 22 day of September, 1994.



LESSORS:

Demar Perkins  
DEMAR PERKINS

Helen L. Perkins  
HELEN L. PERKINS

Ross A. Musselman  
ROSS A. MUSSELMAN

Lillie B. Musselman  
LILLIE B. MUSSELMAN

Fredrick A. Rogers  
FREDRICK A. ROGERS

Edna R. Rogers  
EDNA R. ROGERS

LESSEE:

Donald Dallape  
DONALD DALLAPE

STATE OF UTAH )  
COUNTY OF SAN JUAN ) ss.

On the 22 day of September, 1994, personally appeared before me, a Notary Public in and for the State of Utah, DEMAR PERKINS and HELEN L. PERKINS, husband and wife; ROSS A. MUSSELMAN and LILLIE B. MUSSELMAN, husband and wife; and FREDRICK A. ROGERS and EDNA R. ROGERS, husband and wife, signers of the above instrument as Lessors, who duly acknowledged to me that they executed the same.

Mary Lou Hoggard  
NOTARY PUBLIC  
Residing at: Monticello, Utah

My Commission Expires:

2-22-98





Assignment of Lease.

Ent 489071 Bk 740 Pg 161  
Date: 03-NOV-2008 8:17AM 764  
Fee: \$38.00 Check  
Filed By: PL  
MERLENE MOSHER DALTON, Recorder  
GRAND COUNTY CORPORATION  
For: DALE SNYDER

Whereas, it is understood and agreed that there is no reason why the mineral lease, which is the subject of the gold development in Grand County (a copy of which lease is attached hereto and incorporated herein by this reference), should not be transferred immediately to Absolute Mining and Minerals, a Utah limited liability company (the "Assignee"); and

Whereas, Donald Dallape (the "Assignor") had received an interest in the mineral lease merely as a matter of convenience, and without the payment of any consideration;

Now therefore, the Assignor, (for good and valuable consideration (which does not include any additional interest in the Assignee by reason hereof), hereby assigns over and quit claims to the Assignee all right, title and interest which he may now have or assert, in and to the subject mineral lease. Such transfer is made without warranty other than the warranty that he has not transferred, assigned or encumbered such mineral lease, except as provided herein.

This Assignment will be binding upon or inure to the benefit of the heirs, assigns or successors in interest of the Assignor and the Assignee.

This Assignment shall be applied and construed in accordance with Utah law.

Assignor stipulates and agrees that jurisdiction and venue over any claim or cause of action related to or rising out of this Assignment shall be brought only in a court of competent jurisdiction in Salt Lake County, State of Utah.

Dated this 5th day of February, 1996.

  
DONALD DALLAPE

*NOTE: See Attached  
CALifornia All-Purpose  
Acknowledgment for  
Notary.*



State of CALIFORNIA

County of ORANGE

On 9-23-94 before me, MICHAEL J. LEAHY, Notary Public  
DATE NAME, TITLE OF OFFICER - E.G., JANE DOE, NOTARY PUBLIC

personally appeared DONALD DALLAPE  
NAME(S) OF SIGNER(S)

☐ personally known to me - OR - ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Michael J. Leahy  
SIGNATURE OF NOTARY

### OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

#### CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL  
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED  
☐ GENERAL  
☐ ATTORNEY-IN-FACT  
☐ TRUSTEE(S)  
☐ GUARDIAN/CONSERVATOR  
☐ OTHER \_\_\_\_\_

SIGNER IS REPRESENTING:  
NAME OF PERSON(S) OR ENTITY(IES)

#### DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE



## Letter of Intent

On this 6<sup>th</sup> day of Aug 1993 The Dolan Co. owned by Ross A. Musselman, Frederick A. Rogers and the X-Four Co. of Monticello agree to sell or lease the 24 Dolan Group claims on the Dolans River to DALE SWYGER & J.H. WILDE. Work to commence within 30 days.

The sale will be for \$700,000.00 if paid by 8-6-93. The price will \$800,000.00 if paid for in 18 months or \$1,000,000.00 if paid in two years.

The property will carry a 17% gross royalty until the buy out, and 6% after work until the property is mined out.

The buyer will assume all environmental work bringing it up to date. The buyer will keep it all current thereafter according to state and BLM requirements. It will do all bonding and pay all taxes.

The buyer will keep the Dolan claims free of all responsibilities as well as ad valorem taxes.

Royalties will be paid either in kind or within thirty days after the gold as been produced.

The buyer will pay all assessment costs and BLM costs of \$700.00 a claim.

This agreement will be formalized by the <sup>attorneys of the</sup> parties in this agreement.

An act of God clause will be part of this contract.

X-Four Co. by DeMar Perkins

Dale Swyger  
J.H. Wilde

Frederick A. Rogers  
Ross A. Musselman